



Ministry  
of Defence



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Commercial 14  
Chinook Delivery Team

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AMETEK Airtechnology Group Ltd  
111 Windmill Road  
Sunbury on Thames  
TW16 7EF  
United Kingdom

Defence Equipment & Support  
Teak 1 #5101  
MOD Abbey Wood (North)  
Bristol, BS34 8QW

Your Reference: IG08589

Our Reference: CHC/646

18<sup>th</sup> March 2022

Dear This text/paragraph/page has been redacted under the exemptions set out by the Freedom of Information act.

**Offer of Contract CHC/646 (701633452) for the provision of COBRA Bottle Reconditioning**

1. You are hereby informed of the Authority's requirement and you are invited to accept the Offer of Contract, detailed in the attached Schedule of Requirements. The Schedule describes the requirements and sets out the Contract terms and conditions which will take effect on acceptance by you of the Authority's Offer.
2. If you wish to accept this Offer, please complete and sign both copies of the DEFFORM 10 returning one copy to me at the address shown above by post within 10 working days of the date of this Offer. Your acceptance of the Authority's Offer must be unqualified. If you do not accept the Authority's Offer within the period specified, then the Authority's Offer will lapse.
3. No Contract will come into existence until you have accepted the Authority's Offer in accordance with paragraph 2 above. Accordingly, prior to your unconditional acceptance of this Offer, the Authority shall not be responsible in any way whatsoever for any:
  - a. work undertaken by you; or
  - b. costs incurred by you.

4. When you have accepted the Authority's Offer in accordance with paragraph 2 above, you must proceed with the performance of the Contract.

5. The Authority may publish notification of the Contract and shall publish Contract documents under the FOI Act except where publishing such information would hinder law enforcement; would otherwise be contrary to the public interest; would prejudice the legitimate commercial interest of any person, or might prejudice fair competition in the supply chain

6. If you wish to make a similar announcement you must seek approval from the named Commercial Officer.

7. Under no circumstances should you confirm to any third party the fact of your acceptance of this Offer of Contract prior to informing the Authority of your acceptance, and / or ahead of the Authority's announcement of the Contract award.

8. Nothing contained in this Offer and in the attached Schedule shall be construed as notifying or implying acceptance by the Authority of any estimated or suggested price or of any condition of Contract which may have been referred to orally or in writing in any previous discussion or correspondence.

**Yours sincerely,**

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**DES Chinook-Comrc14**



## Chinook Delivery Team

**Contract No: CHC/646**

**For:**

### **Reconditioning of COBRA Fire Suppression Bottles for Chinook**

<p><b>Between the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland</b></p> <p><b>Team Name and address:</b></p> <p>Chinook</p> <p>Teak 1</p> <p>MOD Abbey Wood North</p> <p>Bristol</p> <p>BS34 8QW</p> <p><b>E-mail Address:</b> This text/paragraph/page has been redacted under the exemptions set out by the Freedom of Information act.</p> <p><b>Telephone Number:</b></p>	<p><b>And</b></p> <p><b>Contractor Name and address:</b></p> <p><b>AMETEK Airtechnology Group Ltd</b></p> <p><b>111 Windmill Road</b></p> <p><b>Sunbury on Thames</b></p> <p><b>TW16 7EF</b></p> <p><b>E-mail Address:</b> This text/paragraph/page has been redacted under the exemptions set out by the Freedom of Information act.</p> <p><b>Telephone Number:</b> This text/paragraph/page has been redacted under the exemptions set out by the Freedom of Information act.</p>
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# Standardised Contracting Terms

## SC1B

### 1 Definitions - In the Contract:

**The Authority** means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, (referred to in this document as "the Authority"), acting as part of the Crown;

**Business Day** means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays;

**Contract** means the agreement concluded between the Authority and the Contractor, including all terms and conditions, , specifications, plans, drawings, schedules and other documentation, expressly made part of the agreement in accordance with Clause 2.c;

**Contractor** means the person, firm or company specified as such in the Contract. Where the Contractor is an individual or a partnership, the expression shall include the personal representatives of the individual or of the partners, as the case may be;

**Contractor Commercially Sensitive Information** means the information listed as such in the Contract, which is information notified by the Contractor to the Authority, which is acknowledged by the Authority as being commercially sensitive;

**Contractor Deliverables** means the goods and / or services including packaging (and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with the schedule of requirements.

**Effective Date of Contract** means the date stated on the Contract or, if there is no such date stated, the date upon which both Parties have signed the Contract;

**Firm Price** means a price excluding Value Added Tax (VAT) which is not subject to variation;

**Hazardous Contractor Deliverable** means a Contractor Deliverable or a component of a Contractor Deliverable that is itself a hazardous material or substance or that may in the course of its use, maintenance, disposal, or in the event of an accident, release one or more hazardous materials or substances and each material or substance that may be so released;

**Legislation** means in relation to the United Kingdom any Act of Parliament, any subordinate legislation within the meaning of section 21 of the Interpretation Act 1978, any exercise of Royal Prerogative or any enforceable community right within the meaning of Section 2 of the European Communities Act 1972.

**Notices** means all notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract;

**Parties** means the Contractor and the Authority, and Party shall be construed accordingly;

**Transparency Information** means the content of this Contract in its entirety, including from time to time agreed changes to the Contract, and details of any payments made by the Authority to the Contractor under the Contract.

### 2 General

a. The Contractor shall comply with all applicable Legislation, whether specifically referenced in this Contract or not.

b. Any variation to the Contract shall have no effect unless expressly agreed in writing and signed by both Parties.

c. If there is any inconsistency between these terms and conditions and the associated documents expressly referred to therein, the conflict shall be resolved according to the following descending order of priority:

- (1) the terms and conditions;
- (2) the schedules; and
- (3) the documents expressly referred to in the agreement.

d. Neither Party shall be entitled to assign the Contract (or any part thereof) without the prior written consent of the other Party.

e. Failure or delay by either Party in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of its rights under the Contract.

f. The Parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a Party to it.

g. The Contract and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English Law, and subject to Clause 15 and without prejudice to the dispute resolution procedure set out therein, the Parties submit to the exclusive jurisdiction of the English courts. Other jurisdictions may apply solely for the purpose of giving effect to this Clause 2.g and for enforcement of any judgement, order or award given under English jurisdiction.

### **3 Application of Conditions**

a. These terms and conditions, schedules and the specification govern the Contract to the entire exclusion of all other terms and conditions. No other terms or conditions are implied.

b. The Contract constitutes the entire agreement and understanding and supersedes any previous agreement between the Parties relating to the subject matter of the Contract.

### **4 Disclosure of Information**

Information received or in connection with the Contract shall be managed in accordance with DEFCON 531 (SC1) and Clause 5.

### **5 Transparency**

a. Subject to Clause 5.b, but notwithstanding Clause 4, the Contractor understands that the Authority may publish the Transparency Information to the general public. The Contractor shall assist and cooperate with the Authority to enable the Authority to publish the Transparency Information.

b. Before publishing the Transparency Information to the general public in accordance with Clause 5.a, the Authority shall redact any information that would be exempt from disclosure if it was the subject of a request for information under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004, including the Contractor Commercially Sensitive Information.

c. The Authority may consult with the Contractor before redacting any information from the Transparency Information in accordance with Clause 5.b. The Contractor acknowledges and accepts that its representations on redactions during consultation may not be determinative and that the decision whether to redact information is a matter in which the Authority shall exercise its own discretion, subject always to the provisions of the Freedom of Information Act 2000 or the Environmental Information Regulations 2004.

d. For the avoidance of doubt, nothing in this Clause 5 shall affect the Contractor's rights at law.

### **6 Notices**

a. A Notice served under the Contract shall be:

- (1) in writing in the English Language;
  - (2) authenticated by signature or such other method as may be agreed between the Parties;
  - (3) sent for the attention of the other Party's representative, and to the address set out in the Contract;
  - (4) marked with the number of the Contract; and
    - (5) delivered by hand, prepaid post (or airmail), facsimile transmission or, if agreed in the Contract, by electronic mail.
- b. Notices shall be deemed to have been received:
- (1) if delivered by hand, on the day of delivery if it is a Business Day in the place of receipt, and otherwise on the first Business Day in the place of receipt following the day of delivery;
  - (2) if sent by prepaid post, on the fourth Business Day (or the tenth Business Day in the case of airmail) after the day of posting;
- (3) if sent by facsimile or electronic means:
- (a) if transmitted between 09:00 and 17:00 hours on a Business Day (recipient's time) on completion of receipt by the sender of verification of the transmission from the receiving instrument; or
  - (b) if transmitted at any other time, at 09:00 on the first Business Day (recipient's time) following the completion of receipt by the sender of verification of transmission from the receiving instrument.

## **7 Intellectual Property**

- a. The Contractor shall as its sole liability keep the Authority fully indemnified against an infringement or alleged infringement of any intellectual property rights or a claim for Crown use of a UK patent or registered design caused by the use, manufacture or supply of the Contractor Deliverables.
- b. The Authority shall promptly notify the Contractor of any infringement claim made against it relating to any Contractor Deliverable and, subject to any statutory obligation requiring the Authority to respond, shall permit the Contractor to have the right, at its sole discretion to assume, defend, settle or otherwise dispose of such claim. The Authority shall give the Contractor such assistance as it may reasonably require to dispose of the claim and will not make any statement which might be prejudicial to the settlement or defence of the claim.
- c. Notwithstanding any other provisions of the Contract and for the avoidance of doubt, award of the Contract by the Authority and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Contractor acknowledges that any such authorisation by the Authority under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.

## **8 Supply of Contractor Deliverables and Quality Assurance**

- a. This Contract comes into effect on the Effective Date of Contract.
- b. The Contractor shall supply the Contractor Deliverables to the Authority at the Firm Price stated in the Contract.
- c. The Contractor shall ensure that the Contractor Deliverables:
  - (1) correspond with the specification;
  - (2) are of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) except that fitness for purpose shall be limited to the goods being fit for the particular purpose held out expressly by or made known expressly to the Contractor and

in this respect the Authority relies on the Contractor's skill and judgement; and  
(3) comply with any applicable Quality Assurance Requirements specified in the Contract.

d. The Contractor shall apply for and obtain any licences required to import any material required for the performance of the Contract in the UK. The Authority shall provide to the Contractor reasonable assistance with regard to any relevant defence or security matter arising in the application for any such licence.

## **9 Supply of Hazardous Contractor Deliverables**

a. The Contractor shall establish if the Contractor Deliverables are, or contain, Dangerous Goods as defined in the Regulations set out in this Clause 9. Any that do shall be packaged for UK or worldwide shipment by all modes of transport in accordance with the following unless otherwise specified in the Contract.:

- (1) the Technical Instructions for the Safe Transport of Dangerous Goods by Air (ICAO), IATA Dangerous Goods Regulations;
- (2) the International Maritime Dangerous Goods (IMDG) Code;
- (3) the Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID); and
- (4) the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR).

b. Certification markings, incorporating the UN logo, the package code and other prescribed information indicating that the package corresponds to the successfully designed type shall be marked on the packaging in accordance with the relevant regulation.

c. As soon as possible and in any event within the period specified in the Contract (or if no such period is specified no later than one month prior to the delivery date), the Contractor shall provide to the Authority's representatives in the manner and format prescribed in the Contract:

- (1) confirmation as to whether or not to the best of its knowledge any of the Contractor Deliverables are Hazardous Contractor Deliverables; and
- (2) for each Hazardous Contractor Deliverable, a Safety Data Sheet containing the data set out at Clause 9.d, which shall be updated by the Contractor during the period of the Contract if it becomes aware of any new relevant data.

d. Safety Data Sheets if required under Clause 9.c shall be provided in accordance with the extant UK REACH Regulation and any additional information required by the Health and Safety at Work etc. Act 1974 and shall contain:

- (1) information required by the Classification, Labelling and Packaging (GB CLP) Regulation or any replacement thereof; and
- (2) where the Hazardous Contractor Deliverable is, contains or embodies a radioactive substance as defined in the extant Ionising Radiation Regulations, details of the activity, substance and form (including any isotope); and
- (3) where the Hazardous Contractor Deliverable has magnetic properties, details of the magnetic flux density at a defined distance, for the condition in which it is packed.

e. The Contractor shall retain its own copies of the Safety Data Sheets provided to the Authority in accordance with Clause 9.d for 4 years after the end of the Contract and shall make them available to the Authority's representatives on request.

f. Nothing in this Clause 9 reduces or limits any statutory or legal obligation of the Authority or the Contractor.

g. Where delivery is made to the Defence Fulfilment Centre (DFC) and / or other Team Leidos location / building, the Contractor must comply with the Logistic Commodities and Services

## **10 Delivery / Collection**

- a. The Contract shall specify whether the Contractor Deliverables are to be delivered to the consignee by the Contractor or collected from the consignor by the Authority.
- b. Title and risk in the Contractor Deliverables shall pass from the Contractor to the Authority on delivery or on collection in accordance with Clause 10.a.
- c. The Authority shall be deemed to have accepted the Contractor Deliverables thirty (30) days after title and risk has passed to the Authority unless it has rejected the Contractor Deliverables within the same period.

## **11 Marking of Contractor Deliverables**

- a. Each Contractor Deliverable shall be marked in accordance with the requirements specified in Contract, or if no such requirement is specified, the Contractor shall mark each Contractor Deliverable clearly and indelibly in accordance with the requirements of the relevant DEF-STAN 05-132 as specified in the contract or specification. In the absence of such requirements, the Contractor Deliverables shall be marked with the MOD stock reference, NATO Stock Number (NSN) or alternative reference number specified in the schedule of requirements.
- b. Any marking method used shall not have a detrimental effect on the strength, serviceability or corrosion resistance of the Contractor Deliverables.
- c. The marking shall include any serial numbers allocated to the Contractor Deliverable.
- d. Where because of its size or nature it is not possible to mark a Contractor Deliverable with the required particulars, the required information should be included on the package or carton in which the Contractor Deliverable is packed, in accordance with condition 12 (Packaging and Labelling (excluding Contractor Deliverables containing Ammunition or Explosives)).

## **12 Packaging and Labelling of Contractor Deliverables (Excluding Contractor Deliverables Containing Ammunition or Explosives)**

The Contractor shall pack or have packed the Contractor Deliverables in accordance with any requirements specified in the Contract and Def Stan 81-041 (Part 1 and Part 6).

## **13 Progress Monitoring, Meetings and Reports**

The Contractor shall attend progress meetings and deliver reports at the frequency or times (if any) specified in the Contract and shall ensure that its Contractor's representatives are suitably qualified to attend such meetings. Any additional meetings reasonably required shall be at no cost to the Authority.

## **14 Payment**

- a. Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under clause 14b the Contractor will be required to register their details (Supplier on-boarding) on the Contracting, Purchasing and Finance (CP&F) electronic procurement tool.
- b. Where the Contractor submits an invoice to the Authority in accordance with clause 14a, the Authority will consider and verify that invoice in a timely fashion.
- c. The Authority shall pay the Contractor any sums due under such an invoice no later than a period of 30 days from the date on which the Authority has determined that the invoice is valid and undisputed.
- d. Where the Authority fails to comply with clause 14b and there is undue delay in considering



and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purpose of clause 14c after a reasonable time has passed.

e. The approval for payment of a valid and undisputed invoice by the Authority shall not be construed as acceptance by the Authority of the performance of the Contractor's obligations nor as a waiver of its rights and remedies under this Contract.

f. Without prejudice to any other right or remedy, the Authority reserves the right to set off any amount owing at any time from the Contractor to the Authority against any amount payable by the Authority to the Contractor under the Contract or under any other contract with the Authority, or with any other Government Department.

## **15 Dispute Resolution**

a. The Parties will attempt in good faith to resolve any dispute or claim arising out of or relating to the Contract through negotiations between the respective representatives of the Parties having authority to settle the matter, which attempts may include the use of any alternative dispute resolution procedure on which the Parties may agree.

b. In the event that the dispute or claim is not resolved pursuant to Clause 15.a the dispute shall be referred to arbitration and shall be governed by the Arbitration Act 1996. For the purposes of the arbitration, the arbitrator shall have the power to make provisional awards pursuant to Section 39 of the Arbitration Act 1996.

c. For the avoidance of doubt it is agreed between the Parties that the arbitration process and anything said, done or produced in or in relation to the arbitration process (including any awards) shall be confidential as between the Parties, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise. No report relating to anything said, done or produced in or in relation to the arbitration process may be made beyond the tribunal, the Parties, their legal representatives and any person necessary to the conduct of the proceedings, without the concurrence of all the Parties to the arbitration.

## **16 Termination for Corrupt Gifts**

The Authority may terminate the Contract with immediate effect, without compensation, by giving written notice to the Contractor at any time after any of the following events:

a. where the Authority becomes aware that the Contractor, its employees, agents or any sub-contractor (or anyone acting on its behalf or any of its or their employees):

(1) has offered, promised or given to any Crown servant any gift or financial or other advantage of any kind as an inducement or reward;

(2) commits or has committed any prohibited act or any offence under the Bribery Act 2010 with or without the knowledge or authority of the Contractor in relation to this Contract or any other contract with the Crown;

(3) has entered into this or any other contract with the Crown in connection with which commission has been paid or has been agreed to be paid by it or on its behalf, or to its knowledge, unless before the contract is made particulars of any such commission and of the terms and conditions of any such agreement for the payment thereof have been disclosed in writing to the Authority.

b. In exercising its rights or remedies to terminate the Contract under Clause 16.a. the Authority shall:

(1) act in a reasonable and proportionate manner having regard to such matters as the gravity of, and the identity of the person committing the prohibited act;

(2) give due consideration, where appropriate, to action other than termination of the Contract, including (without being limited to):

(a) requiring the Contractor to procure the termination of a subcontract where the

prohibited act is that of a Subcontractor or anyone acting on its or their behalf;

(b) requiring the Contractor to procure the dismissal of an employee (whether its own or that of a Subcontractor or anyone acting on its behalf) where the prohibited act is that of such employee.

c. Where the Contract has been terminated under Clause 16.a.the Authority shall be entitled to purchase substitute Contractor Deliverables from elsewhere and recover from the Contractor any costs and expenses incurred by the Authority in obtaining the Contractor Deliverables in substitution from another supplier.

## **17 Material Breach**

In addition to any other rights and remedies, the Authority shall have the right to terminate the Contract (in whole or in part) with immediate effect by giving written notice to the Contractor where the Contractor is in material breach of its obligations under the Contract. Where the Authority has terminated the Contract under Clause 17 the Authority shall have the right to claim such damages as may have been sustained as a result of the Contractor's material breach of the Contract.

## **18 Insolvency**

The Authority shall have the right to terminate the contract if the Contractor is declared bankrupt or goes into liquidation or administration. This is without prejudice to any other rights or remedies under this Contract.

## **19 Limitation of Contractor's Liability**

a. Subject to Clause 19.b the Contractor's liability to the Authority in connection with this Contract shall be limited to 20% of the contract value.

b. Nothing in this Contract shall operate to limit or exclude the Contractor's liability:

(1) for:

a. any liquidated damages (to the extent expressly provided for under this Contract);

b. any amount(s) which the Authority is entitled to claim, retain or withhold in relation to the Contractor's failure to perform or under-perform its obligations under this Contract, including service credits or other deductions (to the extent expressly provided for under this Contract);

c. any interest payable in relation to the late payment of any sum due and payable by the Contractor to the Authority under this Contract;

d. any amount payable by the Contractor to the Authority in relation to TUPE or pensions to the extent expressly provided for under this Contract;

(2) under Condition 7 of the Contract (Intellectual Property), and DEFCONs 91 or 638 (SC1) where specified in the contract;

(3) for death or personal injury caused by the Contractor's negligence or the negligence of any of its personnel, agents, consultants or sub-contractors;

(4) For fraud, fraudulent misrepresentation, wilful misconduct or negligence;

(5) in relation to the termination of this Contract on the basis of abandonment by the Contractor;

(6) for breach of the terms implied by Section 2 of the Supply of Goods and Services Act 1982; or

(7) for any other liability which cannot be limited or excluded under general (including statute and common) law.

c. The rights of the Authority under this Contract are in addition to, and not exclusive of, any rights or remedies provided by general (including statute and common) law.

## **20 Project specific DEFCONs and DEFCON SC variants that apply to this Contract:**

### **DEFCON 014**

DEFCON 014 (Edn 06/21) – Inventions and Designs Crown Rights and Ownership of Patents and Registered Designs

### **DEFCON 016**

DEFCON 016 (Edn 06/21) – Repair and Maintenance Information

### **DEFCON 021**

DEFCON 021 (Edn 06/21) – Retention of Records

### **DEFCON 090**

DEFCON 090 (Edn 06/21) – Copyright

**Note:** For the purposes of clause 4c the prescribed Nations are those within NATO & the EU and Australia & New Zealand.

### **DEFCON 117**

DEFCON 117 (Edn 07/21) – Supply of Information for NATO Codification And Defence Inventory Introduction

### **DEFCON 127**

DEFCON 127 (Edn 08/21) – Price Fixing Condition for Contracts of Lesser Value

### **DEFCON 129J**

DEFCON 129J (SC1) (Edn 06/17) – The Use of Electronic Business Delivery Form

### **DEFCON 532A**

DEFCON 532A (SC1) (Edn 08/20) – Protection of Personal Data (Where Personal Data is not being processed on behalf of the Authority)

### **DEFCON 601**

DEFCON 601 (SC) (Edn 03/15) – Redundant Material

### **DEFCON 602A**

DEFCON 602A (Edn 12/17) – Quality Assurance (With a Deliverable Quality Plan)

**DEFCON 609**

DEFCON 609 (SC1) (Edn 08/18) – Contractor's Records

**DEFCON 611**

DEFCON 611 (SC1) (Edn 12/16) – Issued Property

**DEFCON 627**

DEFCON 627 (Edn 12/10) – Quality Assurance – Requirement for a Certificate of Conformity

**DEFCON 637**

DEFCON 637 (Edn 05/17) – Defect Investigation and Liability

**DEFCON 658**

DEFCON 658 (SC1) (Edn 09/21) – Cyber

**Note:** Further to DEFCON 658 the Cyber Risk Profile of the Contract is 'Very Low', as defined in Def Stan 05-138.

A Supplier Assurance Questionnaire (SAQ) must be completed via the Supplier Cyber Protection Service (Octavian) to demonstrate compliance with the required cyber risk level.

The Risk Assessment Reference (RAR) allocated by Octavian is: RAR666956237-. This will link the SAQ response to the specific risk assessment for this Contract.

**DEFCON 684**

DEFCON 684 (Edn 01/04) – Limitation Upon Claims in Respect of Aviation Products

**DEFCON 694**

DEFCON 694 (SC1) (Edn 07/21) – Accounting for Property of the Authority

The Contractor shall supply the Contract Deliverables in accordance with the specification and comply with any applicable quality assurance requirements as follows, but not limited to:

Def Stan 05-061, Part 1, Issue 6 – Quality Assurance Procedural Requirements - Concessions

Def Stan 05-135 - Avoidance of Counterfeit Materiel

AQAP 2310 (Edn B, Version 1) – Quality Assurance Condition

AQAP 2105 (Quality plan), (Edn 2) – Quality Assurance Condition

## **21 General Conditions**

### **Third Party IPR Authorisation**

#### **AUTHORISATION BY THE CROWN FOR USE OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS**

Notwithstanding any other provisions of the Contract and for the avoidance of doubt, award of the Contract by the Authority and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Contractor acknowledges that any such authorisation by the Authority under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.

## **22 AUTHORISATION OF WORK & PROGRESS REPORTING**

22.1 The Contractor will undertake, against Schedule of Requirements (SoR) Item 1 a Survey of COBRA Bottles supplied by the Authority. Upon completion of the Survey the Contractor shall provide a written report to the Authority's Ops Manager (see DEFFORM 111 below) confirming if the Bottle is Repairable or Beyond Economic Repair (BER). For those which are declared BER the Contractor shall await collection by the Authority.

22.2 For those COBRA Bottles that are repairable, under either SoR Items 2 or 3 the Authority will provide written confirmation authorising repair to be undertaken. The Contractor shall commence the Repair and complete within the timescale stated at SoR Items 2 and 3. Upon completion of the Repair the Contractor shall contact the Authority's Ops Manager (see DEFFORM 111 below) advising that the item is ready for collection by the Authority.

22.3 During the period of performance, particularly whilst undertaking SoR Item 1 the Contractor and the Authority shall hold, at a mutually convenient time, a weekly call during which the Contractor shall update the Authority in respect of the number of COBRA Bottles that have been surveyed, reports produced and awaiting repair.

## **23. PAYMENT**

23.1 The Contractor may upon completion of each survey (or batch of surveys as agreed with the Authority) under SoR Item 1 and in respect of each completed repair under SoR Items 2 and 3 submit an invoice for payment in accordance with Condition 14 above.

## **SC1B Schedules**

### **Schedule 1 - Additional Definitions of Contract**

*[Insert Additional Definitions if required]*

## Schedule 2 - Schedule of Requirements (SoR)

Item No.	Item Details	Total Qty	Firm Price (£) Ex VAT	
			Per Item	Total Inc. packaging and Delivery**
1.	<b>Specification – see Annex B</b> Carry out assessment of Authority supplied stock of Cobra Extinguisher Bottles Pt No's TPCA/12/33/1147 and TPCA/12/33/1148 for suitability for reconditioning.	47 x Small (100S)	This text/paragraph/page has been redacted under the exemptions set out by the Freedom of Information act.	This text/paragraph/page has been redacted under the exemptions set out by the Freedom of Information act.
	<b>Delivery Date</b>	100 x Large (400P)		
	<b>MOD Stock Ref. No.</b>			
	<b>Packaging requirements inc. PPQ and DofQ *</b>			
2.	<b>Specification – see Annex B</b> From stock supplied at Item 1 above, recondition/certify <b>qty 40</b> Small Cobra Extinguisher Bottles Pt No TPCA/12/33/1147.	40	This text/paragraph/page has been redacted under the exemptions set out by the Freedom of Information act.	This text/paragraph/page has been redacted under the exemptions set out by the Freedom of Information act.
	<b>Delivery Date (from receipt of Authority to proceed)</b> <60 – 8 weeks 61 – 90 – 12 weeks			
	<b>MOD Stock Ref. No.</b>			
	<b>Packaging requirements inc. PPQ and DofQ *</b>			
3.	<b>Specification – see Annex B</b> From stock supplied at Item 1 above, recondition/certify <b>qty 56</b> Large Cobra Extinguisher Bottles Pt No TPCA/12/33/1148.	56	This text/paragraph/page has been redacted	This text/paragraph/page has been redacted under the exemptions

Item No.	Item Details	Total Qty	Firm Price (£) Ex VAT	
	<b>Delivery Date (from receipt of Authority to proceed)</b>  <60 – 8 weeks 61 – 90 – 12 weeks		under the exemptions set out by the Freedom of Information act.	set out by the Freedom of Information act.
	<b>MOD Stock Ref. No.</b>			
	<b>Packaging requirements inc. PPQ and DofQ *</b>			

**Total Firm Price**

\*as detailed in DEFFORM 96  
 \*\*and Delivery if stated in the Purchase Order

This text/paragraph/page has been redacted under the exemptions set out by the Freedom of Information act.



### Schedule 3 - Contract Data Sheet

<b>Contract Period</b>	<p>Effective date of Contract: 21/03/2022</p> <p>The Contract expiry date shall be: 31/07/2022 (estimated)</p>
<b>Clause 6 - Notices</b>	<p>Notices served under the Contract can be transmitted by electronic mail</p> <p><b>Yes</b></p> <p>Notices served under the Contract shall be sent to the following address:</p> <p>Authority: MOD, Abbey Wood North, Mail Point #5101, Bristol, BS34 8QW</p> <p>Contractor: AMETEK, 111 Windmill Road, Sunbury on Thames, TW16 7EF</p>
<b>Clause 8 – Supply of Contractor Deliverables and Quality Assurance</b>	<p>Is a Deliverable Quality Plan required for this Contract?</p> <p><b>Yes</b></p> <p>If Yes, the Deliverable Quality Plan must be set out as defined in AQAP 2105 and delivered to the Authority (Quality) within 60 Business Days of Contract Award. Once agreed by the Authority the Quality Plan shall be incorporated into the Contract. The Contractor shall remain at all times, solely responsible for the accuracy, suitability and applicability of the Deliverable Quality Plan.</p> <p><b>Other Quality Assurance Requirements:</b></p> <p>N/A</p>
<b>Clause 9 – Supply of Data for Hazardous Contractor Deliverables, Materials and Substances</b>	<p>A completed DEFFORM 68 (Hazardous Articles, Materials or Substance Statement), and if applicable, Safety Data Sheet(s) are to be provided by e-mail with attachments in Adobe PDF or MS WORD format to:</p> <p>a) The Authority's Representative (Commercial)</p> <p>b) b) This text/paragraph/page has been redacted under the exemptions set out by the Freedom of Information act.</p> <p>or: if only a hardcopy is available to:</p>

	<p>a) The Authority's Representative (Commercial)</p> <p>b) Hazardous Stores Information System (HSIS)</p> <p>Defence Safety Authority (DSA)</p> <p>Movement Transport Safety Regulator (MTSR)</p> <p>Hazel Building Level 1, #H019</p> <p>MOD Abbey Wood (North)</p> <p>Bristol, BS34 8QW</p> <p>DSA-DLSR-MovTpt-DG HSIS (MULTIUSER)</p> <p>to be Delivered no later than one (1) month prior to the Delivery Date for the Contract Deliverable or by the following date: 19/01/2022</p>
<b>Clause 10 – Delivery/Collection</b>	<p>Contract Deliverables are to be:</p> <p>Delivered by the Contractor: No</p> <p>Special Instructions: N/A</p> <p>Collected by the Authority: Yes</p> <p>Special Instructions (including consignor address if different from Contractor's registered address): RAF Odiham (details to be obtained from Chinook Delivery Team)</p>
<b>Clause 12 – Packaging and Labelling of Contractor Deliverables</b>	<p>Additional packaging requirements: TBC</p>
<b>Clause 13 – Progress Meetings</b>	<p>The Contractor shall be required to attend the following meetings:</p> <p>Type: Progress Meeting</p> <p>Frequency: Weekly</p> <p>Location: TBC</p>

<b>Clause 13 – Progress Reports</b>	<p>The Contractor is required to submit the following Reports:</p> <p>Type: TBC</p> <p>Frequency: TBC</p> <p>Method of Delivery: TBC</p>

**Schedule 4 - Contractor's Commercially Sensitive Information Form  
(i.a.w. Clause 5)**

Contract No: <b>CHC/646</b>
Description of Contractor's Commercially Sensitive Information:
Cross Reference(s) to location of sensitive information:
Explanation of Sensitivity:
Details of potential harm resulting from disclosure:
Period of Confidence (if applicable):
<p>Contact Details for Transparency / Freedom of Information matters:</p> <p>Name:</p> <p>Position:</p> <p>Address:</p> <p>Telephone Number:</p> <p>Email Address:</p>

# DEFFORM 111

## DEFFORM 111

### Appendix - Addresses and Other Information

#### 1. Commercial Officer

This text/paragraph/page has been redacted under the exemptions set out by the Freedom of Information act.

#### 2. Ops Manager, Equipment Support Manager or PT Leader (from whom technical information is available)

This text/paragraph/page has been redacted under the exemptions set out by the Freedom of Information act.

#### 3. Packaging Design Authority Organisation & point of contact: N/A

(Where no address is shown please contact the Project Team in Box 2)

#### 4. (a) Supply / Support Management Branch or Order Manager: N/A

Branch/Name: N/A

(b) U.I.N.: N/A

#### 5. Drawings/Specifications are available from: N/A

#### 6. Intentionally Blank

#### 7. Quality Assurance Representative: This text/paragraph/page has been redacted under the exemptions set out by the Freedom of Information act.

Commercial staff are reminded that all Quality Assurance requirements should be listed under the General Contract Conditions.

**AQAPS** and **DEF STANs** are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit <http://dstan.gateway.isg-r.r.mil.uk/index.html> [intranet] or <https://www.dstan.mod.uk/> [extranet, registration needed].

#### 8. Public Accounting Authority

1. Returns under DEFCON 694 (or SC equivalent) should be sent to DBS Finance ADMT – Assets In Industry 1, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD

☎ This text/paragraph/page has been redacted under the exemptions set out by the Freedom of Information act.

2. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD

☎☎ This text/paragraph/page has been redacted under the exemptions set out by the Freedom of Information act.

**9. Consignment Instructions** The items are to be consigned as follows: N/A

**10. Transport.** The appropriate Ministry of Defence Transport Offices are:

**A. DSCOM**, DE&S, DSCOM, MoD Abbey Wood, Cedar 3c, Mail Point 3351, BRISTOL BS34 8JH

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**11. The Invoice Paying Authority**

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**Website is:**

<https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing>

**12. Forms and Documentation are available through \*:**

Ministry of Defence, Forms and Pubs Commodity Management PO Box 2, Building C16, C Site, Lower Arncott, Bicester, OX25 1LP This text/paragraph/page has been redacted under the exemptions set out by the Freedom of Information act.

**\* NOTE**

**1.** Many **DEFCONs** and **DEFFORMs** can be obtained from the MOD Internet Site:

<https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>

**2.** If the required forms or documentation are not available on the MOD Internet site requests should be submitted through the Commercial Officer named in Section 1.

## Annex B - NOT USED

### **Statement of Requirement**

3. ~~The Authority currently holds a significant quantity of Cobra extinguisher bottles which, although having exceeded their initial 10-year reconditioning life, have been assessed as having sufficient finite life remaining to be re-issued following reconditioning.~~

### **Deliverables**

4. ~~The Contactor is to:-~~

- ~~a. Carry out assessment of Authority supplied stock of Cobra Extinguisher Bottles Pt No's TPCA/12/33/1147 and TPCA/12/33/1148 (qty 89 and 155 respectively) for suitability for reconditioning.~~
- ~~b. From stock supplied at a. above, recondition/certify Cobra Extinguisher Bottles Pt No TPCA/12/33/1147.~~
- ~~c. From stock supplied at a. above, recondition/certify Cobra Extinguisher Bottles Pt No TPCA/12/33/1148.~~
- ~~d. Once activities at a. to c. above have been completed, report to the Authority on quantities of each Pt No of remaining extinguisher bottles that are:
  - ~~i. Suitable for recondition~~
  - ~~ii. Require scrap~~~~

### **Requirement**

5. ~~The Authority requires the Contractor to provide a Firm Price (Ex Works)<sup>1</sup> for the recondition/certification of the COBRA Extinguisher Bottles based on the sliding scale below:~~

a)

Description	Part Number	Quantity
Cobra Extinguisher Bottles	TPCA/12/33/1147	0-30
Cobra Extinguisher Bottles	TPCA/12/33/1147	31-60
Cobra Extinguisher Bottles	TPCA/12/33/1147	61-90

b)

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<sup>1</sup> The Authority assumes the statement of requirement is ex Works and requests the Contractor quote as such. The Authority will advise further if in fact Works should be quoted.

Description	Part Number	Quantity
Cobra Extinguisher Bottles	TPCA/12/33/1148	0-30
Cobra Extinguisher Bottles	TPCA/12/33/1148	31-60
Cobra Extinguisher Bottles	TPCA/12/33/1148	61-90
Cobra Extinguisher Bottles	TPCA/12/33/1148	91-120
Cobra Extinguisher Bottles	TPCA/12/33/1148	121-150

Any Other Relevant Documentation

DEFFORM 315-DC 16

Ministry of Defence

### CONTRACT DATA REQUIREMENT

1. <u>ITT/Contract Number</u>  CHC/646	2. <u>CDR Number</u>  001	3. <u>Data Category</u>  Maintenance / Repair / Replacement Information	4. <u>Contract Delivery Date</u>  
5. <u>Equipment/Equipment Subsystem Description</u>  Contract Articles.		6. <u>General Description of Data Deliverable</u>  <b>Repair Pack e.g.</b> - Inspection / Fault diagnosis procedures - Repair procedures - Fault and Repair Records / Log Cards  Technical Data sufficient to enable the Authority or its potential contractors to safely return the Articles or any part thereof to a safe operative condition	
7. <u>Purpose for which data is required</u>  To enable the Authority or, through competitive tendering or otherwise a third party on its behalf, to safely: integrate,		8. <u>Intellectual Property Rights</u>  a. <u>Applicable DEFCONs</u>	



<p>operate, diagnose, maintain, repair, support and dispose of a Platform, System, or Equipment (PSE) throughout its life.</p> <p>Tasks include but not be limited to:</p> <ul style="list-style-type: none"> <li>- Repair or Maintenance of the Contract Article(s),</li> <li>- Training for operation or servicing of the Contract Article(s).</li> </ul>	<p>DEFCON 16 Edn 10/04</p> <p>DEFCON 21 Edn 10/04</p> <p>b. <u>Special IP Conditions</u></p>
<p>9. <u>Update/Further Submission Requirements</u></p> <p>Updates to be provided monthly.</p>	
<p>10. <u>Medium of Delivery</u></p> <p>Electronic</p>	<p>11. <u>Number of Copies</u></p> <p>1</p>

**Ministry of Defence**

**Acceptance of Offer of Contract**

To: AMETEK Airtechnology Group Ltd

We acknowledge receipt of your Authority's Letter of Offer, reference CHC/646, COBRA – Bottle Reconditioning dated 18<sup>th</sup> March 2022, with associated documents and confirm that we accept the offer contained therein. We understand that by accepting the Authority's offer, we are entering into a legally binding Contract. We agree that any other terms and conditions or any general reservations, which may be printed on any of our correspondence in connection with this work, shall not be applicable to the Contract. We confirm that we are proceeding with the work. We agree that the Contract shall be subject to English Law (DEFCONs 529 and 530) unless we tick a preference for Scots Law (DEFCONs 529a and 530a).

<b>Offer and Acceptance</b>	
<p><b>A) Offer</b></p> <p>Contract <b>CHC/646 COBRA – Bottle Reconditioning</b> constitutes an offer by the Authority for the supplier to supply the Deliverables. This is open for acceptance by the supplier until <b>23<sup>rd</sup> March 2022</b>. By signing below the Contractor agrees to be bound by the attached Contract terms and conditions.</p> <p>Signed by: This text/paragraph/page has been redacted under the exemptions set out by the Freedom of Information act.</p> <p>Name (Block Capitals): This text/paragraph/page has been redacted under the exemptions set out by the Freedom of Information act.</p> <p>Position: Commercial Manager (14)</p> <p>For and on behalf of the Authority</p> <p>Authorised Signatory: This text/paragraph/page has been redacted under the exemptions set out by the Freedom of Information act.</p> <p>Date: 7<sup>th</sup> February 2022</p>	<p><b>B) Acceptance of Offer of Contract</b></p> <p>I acknowledge receipt of the Authority's Contract letter reference <b>CHC/646</b>.</p> <p>I confirm that I accept the Offer it contains and agree to be bound by its terms.</p> <p>Signed by: This text/paragraph/page has been redacted under the exemptions set out by the Freedom of Information act.</p> <p>Name (Block Capitals): This text/paragraph/page has been redacted under the exemptions set out by the Freedom of Information act.</p> <p>Position: Director of Business Development</p> <p>For and on behalf of AMETEK Airtechnology Group Limited</p> <p>Authorised Signatory: text/paragraph/page has been redacted under the exemptions set out by the Freedom of Information act.</p> <p>Date: 22/03/2022</p>
<p><b>C) Scots law to apply?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>	
<p><b>D) Tier 1 Sub-Contractor data:</b><sup>2</sup></p> <p>Name ..... value of work (£ ex VAT) ..... Location Of Work .....SME: Yes / No</p> <p>Name ..... value of work (£ ex VAT) ..... Location Of Work .....SME: Yes</p>	

/ No	Name .....	value of work (£ ex VAT) .....	Location Of Work .....	SME: Yes
/ No	Name .....	value of work (£ ex VAT) .....	Location Of Work .....	SME: Yes
/ No	Name .....	value of work (£ ex VAT) .....	Location Of Work .....	SME: Yes
/ No	Name .....	value of work (£ ex VAT) .....	Location Of Work .....	SME: Yes

<sup>1</sup> The date of unqualified acceptance by signature is the effective date of the Contract

<sup>2</sup> The MOD is required to report to the Government any spend with Small and Medium-sized Enterprises (SMEs) including Sub-contractors (Tier

1). SMEs are defined by the EU on <http://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition/>